MOHD BAHARIN HJ ABU A

v.

PERBADANAN PERWIRA HARTA MALAYSIA & ANOR

HIGH COURT MALAYA, KUALA LUMPUR B
AZMEL MAAMOR J
[CIVIL APPEAL NO: S2(S3)-21-99-1998]
14 MARCH 2007

LABOUR LAW: *Employment - Dismissal - Misconduct - Allegation of - Whether proper action taken in terminating plaintiff's services - Whether charges against plaintiff merit punishment of termination - Whether termination harsh, unfair and unreasonable* C

The plaintiff commenced his employment as maintenance manager of the first defendant which was a wholly owned subsidiary of the second defendant, a statutory body, since 1985. On 19 April 1996, the plaintiff was served with a show cause letter in which eight charges were proffered against him. On 6 May 1996, the plaintiff sent a letter to the general manager giving his answers and explanation. Nonetheless, the plaintiff was asked to appear before a panel of domestic inquiry consisting of two members who were members of the Board of Directors of the first defendant. Subsequently, at the deliberation in a board meeting of 21 January 1997, based on the report signed by the two members of the domestic inquiry, the plaintiff was found guilty of all the charges proffered against him and the Board resolved that the plaintiff be dismissed. Accordingly, the chairman of the board issued a termination letter to the plaintiff terminating his services. However, the said letter did not state reasons why he was terminated. Dissatisfied with the action taken against him, the plaintiff filed this action, seeking for, *inter alia*, a declaration that the plaintiff's termination of service was null and void. D E F G

Held (allowing plaintiff's claim): H

(1) From the procedural point of view, the termination of the plaintiff should have been made by the general manager. The plaintiff's disciplinary matter was decided by the Board and the termination letter was issued by the Chairman of the Board. This action was not proper and very prejudicial to the plaintiff. Such action of the Board had the effect of depriving the plaintiff of a right of appeal to a higher authority. (para 6) I

(2) The termination letter issued by the chairman terminating the services of the plaintiff did not give any reason whatsoever as to why he was terminated. That being the situation, the plaintiff was quite correct when he said that he could not file an appeal as he did not know the reasons why he was terminated. Neither was he informed under which of the eight charges he was found guilty. (para 7)

(3) Under cross examination, DW2 agreed that the only charge for which the plaintiff should have been properly found guilty was the sixth charge for failure to repair 'kerosakan system hawa dingin yang ketara'. On the basis of this sixth charge alone, DW2 agreed that this charge was very petty and not serious enough to merit the punishment of termination. (paras 8 & 10)

(4) The termination of the plaintiff by the first defendant was totally unfair, harsh and most unreasonable. It was an established requirement that the approach to be taken by tribunal to conduct disciplinary proceeds is that it must not only conform to the procedural rules of natural justice but also the substantive requirement of reasonableness when imposing the sentence. (para 12)

Case(s) referred to:

R Rama Chandran v. The Industrial Court of Malaysia & Anor [1997] 1 CLJ 147 FC ***(refd)***

For the plaintiff - Ramkarpal Singh; M/s Karpal Singh & Co
For the defendants - Hairul Azam Hambali; M/s Azam, Lim & Pang

Reported by Suhainah Wahiduddin

JUDGMENT

Azmel Maamor J:

[1] Since May 1985 the plaintiff commenced his employment as the Maintenance Manager of the 1st defendant which is a wholly owned subsidiary of the 2nd defendant a statutory body. On 19 April 1996 the plaintiff was served with a show cause letter in which 8 charges were proffered against him. It was issued by the 1st Defendant's General Manager. The charges read as follows:

(i) Percanggahan Pengesahan Yang Berlaku Dalam Bayaran Kepada Dataran Harta Sdn Bhd Bagi Khidmat Mencuci Bangunan LTAT

Anda telah mengesahkan untuk tindakan Bahagian Kewangan pembayaran penuh kepada Syarikat Dataran Harta Sdn Bhd antara bulan Januari 1995 hingga bulan Januari 1996 walau pun sebaliknya buku rekod kedatangan pekerja yang disimpan dan ditandatangani oleh anda sendiri menunjukkan bahawa kedatangan pekerja adalah tidak penuh. Pengurus Kanan Kewangan telah meminta penjelasan dari anda berkenaan percanggahan yang berlaku dalam pengesahan tersebut mengikut memonya bertarikh 09/02/1996. Anda tidak mengindahkan surat berkenaan dan tidak memberi sebarang jawapan sehingga tarikh surat ini. Sebaliknya syarikat Dataran Harta Sdn Bhd yang diberi persoalan yang sama berkenaan percanggahan ini telah mengaku kesilapan tuntutannya dan membayar ganti-rugi sebanyak RM6,632.60 kepada Perbadanan kerana telah terlebih dibayar. Sekiranya Pengurus Kanan tidak mengesan percanggahan ini, PPHM dan LTAT akan rugi. Nyata sekali perlakuan anda tidak amanah dan tidak bertanggungjawab kerana mengesahkan sesuatu yang tidak betul. Anda juga tidak mahu berkerjasama dalam penyiasatan yang dibuat dan dengan itu dianggap ingkar perintah.

(ii) Pembayaran Kepada Syarikat Kawalan Keselamatan Shapadu Security Sdn Bhd

Anda telah mengesahkan untuk pembayaran penuh kepada syarikat Shapadu Security Sdn Bhd bagi tahun 1995 tanpa menggunakan rekod "Sijil Pengawal". Pengurus Pentadbiran yang mengambil alih kawalan keselamatan dari anda dalam memonya bertarikh 30/1/1996 kepada anda meminta "Sijil Pengawal" bagi mengesahkan bilangan dan nama pegawal yang bertugas bagi tiap-tiap bulan dalam tahun 1995. Rekod sijil kedatangan pengawal oleh syarikat Shapadu Security Sdn Bhd hendaklah dikemukakan bersama apabila membuat pengesahan tuntutan bayaran. Oleh itu tindakan anda tidak menyerahkan sijil berkenaan untuk dipastikan kesahihannya adalah salah. Surat Pengurus Pentadbiran tidak langsung diindahkan oleh anda dan jawapan tidak diberi sehingga tarikh surat ini. Perlakuan ini adalah tidak bertanggungjawab.

Selain dari itu saya mendapat tahu bahawa seorang pekerja LTAT Encik Marimuthu a/l Rajad pernah bekerja sebagai pengawal keselamatan pada waktu malam dengan syarikat berkenaan dari tarikh 11hb Oktober 1993 hingga 21hb September 1995. Encik Marimuthu mengakui kepada saya

berkenaan perkara ini apabila saya menyoalnya. Saya telah mengarahkan kakitangan ini berhenti dengan serta merta kerana perlakuannya melanggar peraturan.

Adalah mustahil anda tidak mengetahui tentang perkara ini sebagaimana anda menyatakan dalam memo anda PPHM/FP/002/(39) bertarikh 27/1/1996 kepada saya. Memandangkan Encik Marimuthu mengakui perkara ini dan anda sendiri bertemu dengannya pada waktu malam dibangunan LTAT, nyata sekali jawapan anda dicurigai. Walaubagaimana pun sekirnya anda tidak mengetahui tentang apa yang jelas telah berlaku anda memang tidak tahu mengawas kerja pengawal keselamatan dan mudah diperbodohkan. Tentu sekali Perbadanan tidak memerlukan pegawai seperti anda untuk terus berkhidmat dengannya.

(iii) Mengeluarkan Arahan Kerja Tanpa Pengetahuan Dan Kelulusan Pengurus Besar

Anda telah berkali-kali diberitahu melalui pekeliling dan mesyuarat pengurusan bahawa sebarang arahan kerja atas nama Perbadanan hendaklah dibuat atas pengetahuan dan kelulusan Pengurus Besar. Pekeliling berkenaan penyelenggaraan dan cara membuat pesanan telah ditetapkan melalui Pekeliling PPHM/5/3/(4) bertarikh 21hb Julai 1987. Anda telah diberi ingatan berkenaannya menerusi surat PPHM/FP/002/(8) bertarikh 25hb September 1989. Amaran keras telah diberi kepada anda pada 25hb Mei 1995 menerusi surat PPHM/FP/002/(31) dimana dengan jelas ditegaskan bahawa tindakan tatatertib akan diambil keatas anda jika anda terus melakukannya. Anda tidak menghiraukan surat ini. Anda telah melalui surat PPHM/6/3/Jld.7/(55) bertarikh 28hb Mac 1995 mengeluarkan surat kepada Syarikat Sasa Tiga Sdn Bhd untuk kerja BAS bernilai RM30,000.00. Saya hanya mengetahui kewujudan surat berkenaan pada 9hb Oktober 1995 iaitu selepas 6 bulan tarikh surat berkenaan dikeluarkan oleh anda. Oleh itu jawapan anda menerusi memo anda PPHM/FP/002/(45) bertarikh 5/2/1996 mengapa anda membuat pesanan berkenaan adalah tidak munasabah dan tidak bertanggungjawab. Walau apa-apa perintah dari mana-mana pihak, budi bicara berkenaan perlaksanaannya atas nama PPHM adalah tanggungjawab Pengurus Besar PPHM dan harus dilapurkan kepadanya. Selepas memo saya bertarikh 25hb Mei 1995 memberi amaran kepada anda berkenaan mengeluarkan arahan kerja tanpa kelulusan Pengurus Besar, anda tetap membisu berkenaan arahan kerja pada 28hb Mac 1995. Nyata sekali anda mengambil sikap bahawa anda berkuasa untuk bertindak atas nama PPHM

samada saya tahu atau tidak dengan membelakangkan peraturan kerja dan peruntukan dalam Akta Perbadanan. Anda ingkar perintah dan bertindak tanpa rujukan seolah-olah kata pemutus berkenaan penyelenggaraan adalah dibawah bidang kuasa sepenuh anda. Hasil dari tindakan anda, Perbadanan ini mendapat nama buruk kerana bil berkenaan tidak dibayar.

Apabila bil dibuat atas nama Perbadanan, maka Perbadananlah menanggungnya.

(iv) Pengesahan Bil-Bil Yang DiTerima

Perbadanan ini telah menerima tuntutan bayaran kebelakangan dari syarikat Kumpulan Protection melalui suratnya bertarikh 15 Januari 1996 sebanyak RM28,357.90 iaitu untuk tahun-tahun 1991 hingga 1994. Memo saya PPHM/FP/002(38) bertarikh 23hb Januari 1996 berkenaannya telah diberi jawapan dalam memo anda bertarikh 5/2/1996. Jawapan anda bahawa ini adalah kerja lama dan susah merujuknya menunjukkan anda tidak menyimpan rekod yang sempurna. GAE Parts & Services Sdn Bhd juga telah membuat tuntutan sebanyak RM42,015.10 menerusi suratnya C3858/PF bertarikh 20hb Mac 1996. Tiada sebarang pegawai mengetahui berkenaan tuntutan kedua-dua ini kerana tiada rekod berkenaannya. Selain dari itu TCK Electronics dalam suratnya bertarikh 31hb Januari 1996 telah membuat tuntutan pembayaran kepada anda kononnya sebagai Pengurus LTAT untuk hutang dalam tahun 1993 berjumlah RM15,000.00. Kesemua ini timbul adalah disebabkan amalan dan peraturan yang ditetapkan bagi menyelaraskan kerja tidak dipatuhi oleh anda. Perbuatan anda ini adalah tidak bertanggungjawab, tidak mengikut system peraturan kerja dan tidak cuba menyelaraskan kerja dengan Bahagian Kewangan dan Bahagian Pentadbiran. Saya khuatir mungkin beberapa banyak lagi bil yang akan muncul atas nama PPHM dan LTAT dimana saya dan LTAT mungkin tidak mengetahui berkenaannya. Perlakuan anda telah meletakkan nama baik Perbadanan dan LTAT tercemar iaitu anggapan oleh pembekal atau pengkhidmat PPHM dan LTAT tidak membayar hutang.

(v) Teguran Panel Pelaburan LTAT Atas Kewibawaan PPHM Berkenaan Kerja Kontrak Binaan Bangunan LTAT

Pada hari Khamis 11 hb April 1996 jam 9.30 pagi Pengurus Besar LTAT telah menyatakan kepada saya bahawa Panel Pelaburan LTAT telah menegur Perbadanan ini berkenaan cadangan kerja membina tempat letak kereta untuk LTAT

dan cadangan pengubahsuaian Pusat Rekreasi untuk dijadikan Dewan Panel Pelaburan LTAT menegur Perbadanan kerana tidak cuba mengemukakan cadangan untuk melaksanakan kerja pembinaan tempat letak kereta. PPHM sebagai kontraktor sepatutnya cuba melaksanakan kerja ini sendiri untuk LTAT. Panel Pelaburan juga menegur bahawa PPHM tidak membuat sebarang teguran dan komen berkenaan kosting pengubahsuaian yang dibuat oleh Akitek MAA bagi pengubahsuaian pusat rekreasi kepada dewan. Saya tidak mengetahui berkenaan kedua-dua perkara ini kerana anda dengan tindakan sendiri tidak merujuk kedua-duanya kepada saya atau meminta sebarang nasihat dari saya. Anda menganggap arahan LTAT untuk PPHM melalui anda sebagai arahan peribadi untuk anda. Perbadanan ini mempunyai kewibawaan yang cukup untuk melaksanakan kedua-dua projek ini tetapi tidak mendapat maklumat dari anda berkenaannya. Anda telah sengaja ingkar perintah dan mengambil tindakan atas nama Perbadanan walaupun anda tidak mempunyai pengetahuan untuk berbuat demikian. Perbuatan ini mencemarkan nama Perbadanan. Peruntukan Akta Perbadanan adalah jelas bahawa Pengurus Besar sahaja yang berkuasa untuk mengambil tindakan atas nama Perbadanan bukan mana-mana pegawai. Pegawai Perbadanan melaksanakan tugas atas arahan dan pengetahuannya sahaja. Anda adalah seorang yang tidak bertanggungjawab, tidak cekap, tidak mengikut system bekerja dan bertindak dengan sesuka hati dan menggunakan nama Perbadanan ini dengan sewenang-wenangnya tanpa menghiraukan akibat tindak tanduk anda. Anda dengan sikap ini telah mencemarkan imej dan nama baik Perbadanan dimata pandangan LTAT.

(vi) Kerosakan Sistem Hawa Dingin Yang Ketara Pada 16hb Hingga 19/12/1995

Pada 16hb hingga 19hb Disember 1995 telah berlaku kerosakan yang besar pada sistem hawa dingin. Kerosakan ini berlaku kerana anda tidak memberi perhatian yang cukup terhadap kerja-kerja bersangkutan terutama mengawasi kerja kontraktor hawa dingin. Sekiranya diberi perhatian kerosakan tidak akan ketara begitu sekali. Kecaman juga telah diterima daripada penghuni berkenaan perkara ini. Imej LTAT dan Perbadanan telah tercemar dikalangan penghuni kerana tanggapan bahawa LTAT dan PPHM tidak dapat mengendalikan bangunan dan sistem hawa dingin dengan sempurna. Tiada sebarang tindakan dibuat oleh anda atau kakitangan anda untuk mengurangkan kegelisahan penghuni, melalui penghebahan dan maklumat kepada mereka berkenaan

kerosakan. Masalah ini tidak anda lapurkan kepada saya sehingga tarikh ini samada secara lisan atau bertulis. Saya sendiri terpaksa mengambil tindakan untuk mengkaji keseluruhan sistem hawa dingin bagi membetulkannya dan melantik konsultan "M & E" bagi tujuan ini. Oleh itu anda adalah tidak cekap, tidak tahu bekerja dan tidak bertanggungjawab.

(vii) Sikap Terhadap Pegawai Kakitangan Yang Lain

Kejayaan seseorang pekerja adalah bergantung kepada sikap yang membina dalam perhubungannya dengan pegawai-pegawai lain. Anda tidak menunjukkan kerjasama kepada Pengurus Pentadbiran dan Pengurus Kanan Kewangan dalam menyelesaikan masalah yang timbul dari kepincangan penyelenggaraan. Memo daripada mereka tidak dijawab. Selain dari itu, tiada sebarang tindakan dibuat untuk memaklumkan kepada Pengurus Besar berkenaan perjalan kerja atau kepimpinan bahagian penyelenggaraan. Sikap anda menyebabkan kebuntuan dalam penyelenggaraan, seperti kerja yang dilaksanakan tidak direkod dengan sempurna, pembayaran-pembayaran tidak dapat dibuat dan imej Perbadanan dengan kontraktor penyelenggaraan tercemar. LTAT telah menegur berkenaan kurang kecekapan Perbadanan dalam hal penyelenggaraan dalam surat-suratnya LTAT/1/95 Jld. 6(42) bertarikh 3 Februari 1996, LTAT/1/86 Jld.4(46) bertarikh 5 April 1994 dan LTAT/1/95 Jld.4(24) bertarikh 7 April 1993. Semua teguran berkenaan kelemahan penyelenggaraan ini adalah disebabkan oleh sikap dan tindakan anda. Selain dari itu permintaan dari penyewa bangunan Kilang Perusahaan LTAT di Shah Alam untuk pembaikan kerosakan-kerosakan tidak diberi perhatian walau pun ditimbulkan dari tahun 1994.

(viii) Tindakan-Tindakan Dan Amaran Masa Lepas

Saya telah mengeluarkan amaran tentang tingkah laku anda tetapi tidak berkesan. Dalam surat saya kepada anda bertarikh 21hb April 1993 anda telah diberi peluang akhir untuk memperbetulkan kerja anda. Dari sini jelaslah anda telah pun diberi peluang secukup-cukupnya, malahan lebih dari amalan biasa kepada mana-mana pegawai Perbadanan, untuk memperbaiki tingkah laku, sikap dan mutu pekerjaan anda tetapi semuanya tidak berhasil.

A

> Mungkin anda berpendapat bahawa semua ini akan berlalu sahaja dan boleh terus berkelakuan tidak bertanggungjawab seperti yang biasa anda lakukan tanpa apa-apa tindakan dari saya.

B

[2] On 6 May 1996 the plaintiff sent a letter to the General Manager giving his answers and explanation in respect of the 8 charges. Nonetheless the plaintiff was asked to appear before a Panel of Domestic Inquiry consisting of 2 members, namely Dato' Khalil bin Hassan and Datuk Nordin bin Yusof both of whom were members of the Board of Directors of the 1st defendant. Subsequently at the deliberation in a board meeting of 21 January 1997, based on the report signed by the two members of the Domestic Inquiry, the plaintiff was found guilty of all the charges proffered against him and the board resolved that the plaintiff be dismissed. Accordingly, on 20 February 1997 the Chairman of the Board issued a termination letter to the plaintiff terminating his services with effect from the date of the letter. However the said letter did not state any reasons why he was terminated.

C

D

[3] Dissatisfied with the action taken against him the plaintiff filed this action in court seeking for the following relief:

E

1. A declaration that the Plaintiff's termination of service pursuant to a letter dated 20/2/1997 is null and void and of no effect and consequence and that the Plaintiff is still an employee of the 1st Defendant which is a 100% owned subsidiary of the 2nd Defendant and that he is entitled any seniority and other benefits lawfully due to him;

F

2. That an account be taken of all salaries, bonuses and other benefits lawfully due to the Plaintiff and same be paid to him forthwith;

G

3. Damages;

4. Interest on the judgment sum on such rates and for such period deemed fit and proper by this Honourable Court;

H

5. Costs; and

6. Any further or other relief deemed fit and proper by the Honourable Court.

I

[4] At the hearing before me the plaintiff called no other witness except himself. The defendants called 2 witnesses namely Mahadzir bin Hashim (DW1) the General Manager of the 1st defendant and Datuk Nordin Yusof (DW2), a director of the board of the 1st defendant who was also a member of the domestic inquiry.

[5] After having heard the evidence from both sides and having considered the submission by counsels from both parties I arrived at the conclusion that the termination of the services of the plaintiff was void and unlawful. My reasons are as follows.

[6] Firstly, from the procedural point of view the termination of the plaintiff should have been made by the General Manager. The provision of article 11.13 of Skim Perkhidmatan Baru PPHM 1995 states as follows:

> 11.13 Keputusan Pengurus Besar.
>
> Berdasarkan kepada hasil penyiasatan, Pengurus Besar atau pegawai yang diberi kuasa akan membuat keputusan seperti berikut:
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> (a) ...
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> (b) ...
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> (c) ...
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> (d) ...
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> (e) ...
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> (f) ...
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> (g) ...
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> (h) ...
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> (i) Perkhidmatan kakitangan tersebut ditamatkan.

In the instant case the plaintiff's disciplinary matter was decided by the Board and the termination letter was issued by the Chairman of the Board. In my view this action was not proper and very prejudicial to the plaintiff. It is true that the Board or the Chairman of the Board would have the power to terminate the services of the plaintiff. But such action of the Board has the

effect of depriving the plaintiff of a right of appeal to a higher authority. Under Article 11.14 of the Skim Perkhidmatan an employee who is not satisfied with the decision of the disciplinary action taken against him can appeal to the Board of Directors. In the instant case how then could the plaintiff lodge an appeal to the Board when the Board had already made a decision against the plaintiff? There is no other body higher than the Board of Directors in 1st defendant's organisation.

[7] Secondly, the termination letter issued by the Chairman terminating the services of the plaintiff did not give any reason whatsoever as to why he was terminated. That being the situation the plaintiff was quite correct when he said that he could not file an appeal as he did not know the reasons why he was terminated. Neither was he informed under which of the 8 charges was he found guilty. It must be remembered that he had given detailed explaination in respect of those charges.

[8] Thirdly, it is the admission of DW2 under cross-examination that the plaintiff should not have been found guilty of 6 of the 8 charges. In the light of such admission and the absence of re-examination of DW2 refuting such admission I feel it is not necessary for me to elaborate as to why the plaintiff should not be charged for those 6 charges.

[9] DW2 also agreed that based on the facts the plaintiff should only be found guilty of charges No. 6 and No. 8 and not of the other 6 charges. In respect of the charge No. 8 DW2 also agreed with the plaintiff's counsel that the plaintiff had previously been charged for the same offence and punishment had been meted out against him. To charge him again for the same offence would tantamount to him being subjected to double jeopardy.

[10] Finally, DW2 also agreed under cross-examination that the only charge for which the plaintiff should have been properly found guilty is Charge No. 6 for failure to repair "Kerosakan Sistem Hawa Dingin Yang Ketara Pada 16hb hingga 19/12/1995". On the basis of Charge No. 6 alone DW2 also agreed that this charge is very petty and not serious enough to merit the punishment of termination.

[11] From the above circumstances I made the following observations:

(a) Termination is a very serious punishment to be meted out to an employee. As such it is essential for the employer to conduct the proceeding very seriously, fairly and justly. It was completely lacking in this case. The failure to state the reasons for the termination of the Plaintiff clearly shows the lack of concern as regards the well being of the Plaintiff; and

(b) The manner in which the whole proceedings were conducted would appear that DW1 was all out to dismiss the Plaintiff even though members of the Domestic Inquiry had found evidence of clash of personality between the Plaintiff and the General Manager (DW1) who also attended the Board Meeting.

[12] After having considered the facts and circumstances of this case I arrived at the conclusion that the 1st defendant committed serious wrongdoings and omissions namely:

1. Not stating the reasons for the termination of the services of the Plaintiff;

2. Depriving the Plaintiff completely of the avenue to appeal to a higher authority when it was the Board of Directors who actually terminated the services of the Plaintiff;

3. Wrongful finding of guilt of the Plaintiff of 6 out of 8 charges when it was admitted by DW2, that the Plaintiff should have been acquitted of those 6 charges;

4. Wrongful finding of guilt of the Plaintiff of Charge No. 8 when in fact the Plaintiff had been found guilty and punishment meted out; and

5. The punishment of a termination based only on Charge No. 6 would under the circumstances of this case be too harsh and unjust that no reasonable tribunal so circumstanced would have arrived at the punishment.

In gist, it is my finding that the termination of the plaintiff by the 1st defendant was totally unfair, harsh and most unreasonable. It is an established requirement that the approach to be taken by tribunal to conduct disciplinary proceeds is that it must not only conform to the procedural rules of natural justice but also the substantive requirement of reasonableness when imposing the

sentence. This is the modern approach. I only need to state the judgment of Edgar Joseph Jr. FCJ in the Federal Court case of *R. Rama Chandran v. The Industrial Court of Malaysia* [1997] 1 CLJ 147 at p. 180:

> It is interesting to note that in the Court of Appeal there are clear indications in the Judgment of Lord Denning MR that in Judicial Review proceedings supervisory jurisdiction of the Court extends to reviewing the decision of the authority by applying a requirement of substantive fairness. Here is what Lord Denning said on this point:
>
> > I go further. Not only he must be given a fair hearing, but the decision itself must be fair and reasonable. That is the protection afforded to every servant who is employed under a contract of service. He is protected against unfair dismissal.

[13] Based on the circumstances as mentioned above I ruled that the termination of the plaintiff by the 1st defendant was unfair and unreasonable. I therefore allow the claim as prayed by the plaintiff. As to the quantum of damages claimed by the plaintiff and other claims in monetory form including costs I ordered them to be taxed and decided before the senior assistant registrar.